

Huntington

GIS

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Schneider"), an Indiana Corporation, and Huntington County, ("Owner"), a County Government on, October 3, 2001.

SCHNEIDER

The Schneider Corporation
Historic Fort Harrison
Indianapolis, Indiana 46216
(317) 826-7100

OWNER

Huntington County Commissioners
201 N Jefferson
Huntington, IN 46750

Owner intends to contract for **GIS Professional Services ("Project")**:

Project Name: Digital Ortho Update Project Management Common Location: Huntington, IN

Sec/Twp/Rg: County: Huntington

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

1. **Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner shall give Schneider authorizations to proceed prior to Schneider commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Owner shall compensate Schneider for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to approval of Huntington County Council and the Indiana State Board of Tax Commissioners.
6. **Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the claim.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.

A. **Fixed Fee** - The invoices will be based on Schneider's estimate of the proportion of time spent on each

phase of the project at the time of billing relative to the total fee for those phases.

B. Time and Materials - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.

8. **Term and Termination.** Schneider's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Schneider's opinions of probable total Project costs are made on the basis of Schneider's experience and qualifications and represent Schneider's best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.
10. **Assignment.** Neither Schneider or Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner.
11. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the property of Huntington County and the intellectual property of Schneider.
12. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
13. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of eight pages, constitute the entire Agreement between Owner and Schneider and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

OWNER**County Board of Commissioners**

By Richard Brubaker
Print Richard Brubaker
Title Huntington County Commissioner
Date 10-22-01

SCHNEIDER**The Schneider Corporation**

By Eric A. Torok
Print Eric A. Torok
Title Director, Geographic Information Systems
Date 10/25/01

By Vincent W. Hoover
Print Vincent W. Hoover
Title Huntington County Commissioner
Date 10-22-01

By Dr. George A. Schulz
Print Dr. George A. Schulz
Title Huntington County Commissioner
Date 10-22-2001

Witness

By Donald D. Schaeff
Print Donald D. Schaeff
Title County Auditor
Date 10-22-01

ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Digital Ortho Update Project Management

Schneider shall provide Owner with professional and related services in connection with the Project as described below.

The intent of services provided under this contract is to assist Owner with the following Fixed Fee services:

A. Digital Orthophotography and Planimetrics

Produce new 1"=200' scale digital orthos in TIF format with updated planimetric detail to replace the following existing 13 tiles indicated on the map received from Owner by Atlantic Technologies on June 4th:

Dallas Township sections - 13,14,15,16,21,22,23,24,28

Huntington Township sections - 17,18,19,20

Schneider will place targets on eight control points, seven existing and one new. Schneider will acquire the control for the new point and tie it into the Owner's existing network. Once the ground control is agreed upon and in place and the weather cooperates Atlantic Technologies will begin taking photos.

The aerial mission will be planned to proceed with photography after the last week in February 2002 and before the onset of the spring vegetation. The photography will not be obtained should haze, snow, dust, floodwaters, or other environmental factors be present and obscuring ground detail. Clouds and /or their shadows shall not appear in the photography. The mission should be flown between 10am and 2pm to help reduce shadows from trees, buildings, hills, etc.

The Owner will have project-wide black & white coverage at 1"=1700' negative scale with 60% forward overlap. Atlantic Technologies will produce two sets of contact prints for the photography; one will be for Owner and the other for The Schneider Corporation to use. Atlantic will use Fully Analytical Aerial Triangulation to extend the newly control throughout the project area.

The film negatives will be scanned at 14 microns original (1814 dpi) and a scan ground resolution of 0.94' at 1"=1700'. The final map scale of the project-wide coverage will be 1"=200' scale orthophotos at a 1.0' pixel resolution with planimetrics.

Orthophoto DEM data sets with planimetrics will be delivered in AutoCAD format on CD-ROM. Planimetrics include edge of pavement, road centerline, railroad centerline, hydrography, and bridges. Reference Huntington County project number ATL 9903303 for the planimetric specifications.

B. Project Management

The Schneider Corporation will manage the digital orthophotography and planimetric conversion project for Owner. This phase includes the following tasks:

Assuming the role of technical point of contact with Atlantic Technologies.

Receive, review, and help with acceptance of all products under Atlantic's contract.

Jim Cadoret of Huntington County will be copied on all correspondence between Schneider and Atlantic.

Huntington County will be expected to participate in making all significant decisions regarding this project.

Quality control of all products. Schneider will these products throughout the entire project area. The following items will be addressed.

New county-wide planimetric shapefiles will be created by substituting the old plan features with the new plan features from the project area. The digital orthophotos will be delivered in the form of TIF/TFW files, and a new county-wide MrSID file will be created to incorporate the new orthos.

Flight Mission

Schneider will coordinate with Atlantic to assure that flight parameters are adhered to, including film type, camera type, photo scale, direction of flight, flight line design, and weather conditions. We will maintain communication with Atlantic to discuss flight scheduling issues.

Image Quality

- Review all contact prints to identify obvious errors. Match prints with flight line drawing.
- Foreign particles (dirt / scratches) - Foreign particles will occur but the photos need to be checked to see if they are within tolerance. Scratches would be a result of handling of the film and/or negatives and could be rejected.
- Endlap and overlap – Check that appropriate overlaps exist on the contact prints.
- Shadows (clouds) – Checking for clouds in the photography. Also checking adjacent photos to ensure they were flown at the same time of day by comparing shadows.
- Labeling – Check that prints have the appropriate labels and fiducial markings.
- Warp / Distortion – Looking for smeared or stretched areas.
- Naturally occurring anomalies (spectral reflectance) – Ensuring that areas such as ponds are adjusted for sunlight reflecting from the surface.
- Contrast/brightness - Check the ortho against the contact print to verify that a limited amount of analog dodging was performed. Dodging is the manipulation of the intensity of part of a photograph by selective shading or masking.
- Tone or color differences - Check the tones of the mosaicked images to look for inadvertent tonal changes.
- Missing data (gaps) - This is a result of operator error and is not acceptable. They appear as black or white areas.
- Displacement of vertical structures – Check buildings at orthophoto edge lines.
- Image mosaicking strategy - Check to see the quality of the orthophoto edge lines. Were the brightness values of the adjoining cells adjusted to match? Is there a hard line? Do the tones match across the lines?

Planimetric Features

Schneider will accept delivery of the planimetric features covering the project area from Atlantic on CD-ROM in Windows format. The files will be delivered in AutoCAD drawing format.

- Consistency in data content and adherence to database schema as set forth in the contract with Atlantic.
- Continuity of data collection effort to support generation of GIS datasets. Linear datasets will be checked for correct segmentation, connectivity, and line quality. Polygonal datasets will be built to check polygon closure.
- Adherence of data sets to the following Quality Control elements: Edgematching, Common Boundaries, Point Duplication, Connectivity, Line Quality, Segmentation, Polygon Closure, Line Criteria, and Topology.

Spatial accuracy

- Do the photos match the ground control? – Checks to ensure that the GPS points match locations on the orthos.
- Correct scale - Verify that the scale matches the requirements.

Errors or anomalies on photos and in planimetric features and contours will be marked in an ArcView GIS project file that contains the photo index. These marks will contain descriptions of the identified problems. This project file will be submitted to Owner and Atlantic for discussion to determine the extent of correction needed. Schneider will then manage the revision process for Owner, which will include reviewing products that are edited until they are acceptable.

ATTACHMENT B

FEE SCHEDULE

PROJECT NAME: Digital Ortho Update Project Management

Owner shall compensate Schneider for services rendered in accordance with the following:

Fixed Fee Schedule

A. Digital Orthophotography, Control, and Planimetrics	\$17,198.00
B. Project Management and Create New Products	\$6,780.00
Total:	\$23,978.00

Invoices will be sent monthly and will be based on Schneider's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.

Other Fixed Fee phases of this project may be developed and will be estimated for the Owner before beginning. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

Certified mailings or Shipping	at cost
Delivery fees	
Marion County	\$22.00
Outside Marion County	\$28.00
Other out-of-pocket expenses	cost plus 10%

After a period of 12 months from the date of this Agreement, all fees remaining under this contract are subject to an increase of up to 6% at the discretion of The Schneider Corporation, and may further be increased by 6% annually thereafter.

DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: Digital Ortho Update Project Management

In accordance with Paragraph 4(1) of Schneider's Professional Services Agreement between Owner and Schneider, dated October 3, 2001, Owner hereby designates Jim Cadoret to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☒ No Exceptions

☐ Exceptions (List below)

OWNER

By Richard Brubaker
Print Richard Brubaker
Title Pres of Commissioners
Date 10-22-01

AUTHORIZATION TO PROCEED

PROJECT NAME: Digital Ortho Update Project Management

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated October 3, 2001, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

- ☒ A. Digital Orthophotography and Planimetrics
- ☒ B. Project Management and Create New Products

Subject to approval by the Huntington County Council and Indiana State Board of Tax Commissioners.

for OWNER

By Richard Brubaker
Print Richard Brubaker
Title Pres Co Commissioners
Date 10-22-01

DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: GIS Support

In accordance with Paragraph 4(1) of Schneider's Professional Services Agreement between Owner and Schneider, dated _____ and _____ respectively, Owner hereby designates **Jim Cadoret** to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☐ No Exceptions

☐ Exceptions (List below)

OWNER

By _____
Print _____
Title _____
Date _____

AUTHORIZATION TO PROCEED

PROJECT NAME: GIS Support

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated _____ and _____ respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

☐ Hourly services (provided on demand and invoiced monthly according to Attachment B).

Subject to approval by the Huntington County Council and Indiana State Board of Tax Commissioners.

for OWNER

By _____
Print _____
Title _____
Date _____